

2006 ANNUAL ADJUSTMENT CONTRACT

ADDENDUM

THIS ADDENDUM made this 19 day of MARCH, 2007 by and between the ASSESSOR OF HOWARD COUNTY, ministerial officers of the County of Howard, State of Indiana, hereinafter referred to as "Assessors".

AND

AD VALOREM SOLUTIONS, LLC, of Kokomo, Indiana, an Indiana Corporation hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the parties have entered into a contract dated June 19, 2006 to provide assistance with the 2006 annual adjustments to the assessed values of Howard County under 50 IAC 21; and

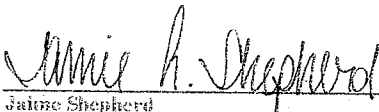
WHEREAS, the Howard County Assessor has asked for assistance in resolving the appeals derived from the annual adjustments made under 50 IAC 21.

NOW THEREFORE, it is hereby agreed that the Contractor shall assist the Assessors in resolving the appeals filed for the 2006 assessment year caused by the Annual Adjustments as stated in the attached Statement of Work and shall be compensated for the work an amount of:

Thirty One Thousand Five Hundred Dollars (\$31,500.00)


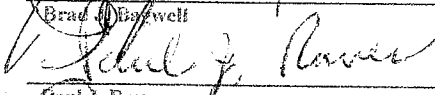
IN WITNESS WHEREOF, the County Assessor of Howard County, Indiana, acting on behalf of the Assessors, and a Senior Partner of Ad Valorem Solutions, LLC have signed this addendum on the day and year first above written.

Howard County Assessor



Jamie Shepherd
Howard County Assessor

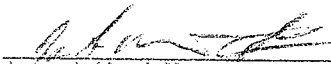
Howard County Board of
Commissioners

Paul J. Rorer


David A. Trine

Ad Valorem Solutions, LLC



James A. Morris II
Senior Partner

for the appeal to be scheduled for a formal hearing.

Formal Appeals

The Contractor shall supply, upon request, a responsible representative to the formal hearing held by the Property Tax Assessment Board of Appeals, to assist in the settlement of any complaints not resolved in the informal hearings process.

As part of this agreement the Contractor shall present evidence and testimony on behalf of the Assessor to the Property Tax Assessment Board of Appeals (PTABOA). If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the assessment, a conference with the Assessor will be held before pursuing to the PTABOA.

As part of this agreement the Contractor shall supply five (5) days for formal hearings. Additional days will be billed by the Contractor to the Assessor at a per diem rate of \$400.00 per person day plus agreed upon expenses.

The Contractor will not serve as a member of the PTABOA but as a representative of the Assessor at the hearing.

Appeals beyond the PTABOA

If an assessed value recommended by the Contractor is appealed beyond the PTABOA, a responsible representative shall, upon request, be present at the hearing to provide professional testimony and evidence as to the value placed on said property.

As part of this agreement the Contractor shall present evidence and testimony on behalf of the Assessor to the Indian Board of Tax Review. If the Contractor feels additional representation such as an attorney or an appraiser is needed to support the Assessment, a conference with the Assessor will be held before pursuing beyond the PTABOA.

The Contractor shall submit a claim to the Assessor at a per diem rate of \$450.00 per person day plus agreed upon expenses.

Data Entry

Upon completion of the hearing, the Contractor shall return the appeal; the agreement made, and changes to the property record card to the Assessor. It is the responsibility of the Assessor to input the updated property record information into the system. The Contractor will be available to interpret any ambiguous corrections found on the property record card.

STATEMENT OF WORK

Under the terms of this contract the Contractor shall perform the duties required to assist the Assessors in defending the assessed values for the assessment year of 2006. The Contractor shall perform these services on the following classes of property:

Residential

Industrial

Agricultural

Public Utilities

Commercial

It is understood that the Contractor agrees to provide and perform the work provided herein in a professional manner that will promote client, taxpayer public confidence and support; and in accordance with:

- The Real Property Assessment Manual (50 IAC 2.3) as accepted by the State Board of Tax Commissioners on May 10, 2001;
- The Real Property Assessment Guidelines for 2002 – Version A;
- All applicable rules, regulations and requirements of the Department of Local Government Finance as they were in effect as of the date of this proposal;
- Recognized professional appraisal standards, methods and techniques;
- And in the same manner as the most recent general reassessment.

Appeals Assistance

Informal Appeals

The Contractor shall supply responsible personnel to assist with informal hearings after the notice of assessments have be released. The Contractor will assist in complaints as to revised or new valuations placed upon the properties for the 2006 assessment date.

As part of this agreement the Contractor, after receiving the petitioner's appeal, shall hold an informal conference with the petitioner on behalf of the Assessor. When needed the Contractor will visit the property in question and verify the details of the property record card for accuracy. If an agreement between the two parties can be reached then paper work shall be returned to the Assessor with the changes (if any) documented for entry into the CAMA system. If an agreement cannot be reached then documentation to that effect will be returned to the Assessor in order

Use of Records and Maps

The Assessor shall give access to tax maps that have splits and new subdivision updates as current to the assessment date as possible. These maps could be those used during the most recent reassessment, but should be updated with splits and combinations as of March 1, 2006.

Office Space and Equipment

The Assessor agrees to furnish adequate space and utilities conveniently located to the Assessor's office for the duration of the project. In addition, the Assessor shall provide furniture, phone, and access to the CAMA system during working hours. The Assessor shall incur all expenses and liabilities resulting directly there from without any obligation to the Contractor.

Starts and Completion

The Contractor agrees to commence the work as set forth no later than February 1st 2007 and will continue without interruption until its completion. The Contractor will make every attempt to resolve as many appeals as possible before the tax bills are released. The Contractor will complete the informal appeals by May 1, 2007.

Penalty

If the contractor should fail to complete the Appeal Assistance project by the completion date, and the delay is of no cause by the Assessor, that failure shall be cause for a penalty payment of \$50.00 per day beyond the completion date; Saturdays, Sundays, and Holidays excluded. Such penalty shall be deducted from the contract sum owed to the vendor by the County.

Assessor Responsibility

The Assessor shall provide to the extent authorized by confidentiality laws:

- A copy of appeal attached to the most current copy of the corresponding property record card;
- Copy of current plat maps with aerials (when necessary);

- ✓ Copy of information used during the 2006 Annual Adjustment process;
- ✓ Appeals should be arranged in Township, and then neighborhood order;
- ✓ Copy of the land order; and
- ✓ Contractor requested copies of sales disclosures used during the annual adjustment process

The final determination of the true tax value and assessed value is and shall remain the responsibility of the Assessor.

Additional Services

The Contractor, upon request from the Assessor, may perform additional services outside of the scope of this contract. Those services will be executed at a per diem fee basis as required by the Assessor and supplied by the Contractor. The Contractor per diem charge shall be \$400.00 per day.

Notification of Tax Payer

It is the responsibility of the Assessor, upon completion of the Statement of Work by the Contractor, to print and send notification of the new assessment for the lien date of March 1, 2006. The notification will be printed on the form prescribed by the Department of Local Government Finance.